

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Cost Share Agreement Between the St. Johns River Water Management District and Seminole County for Seminole County Total Maximum Daily Load (TMDL) Requirement Assessment

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for storm event monitoring on Howell Creek.

County-wide

Kim Ornberg

BACKGROUND:

Lake Jesup is the highest priority impaired waterbody identified in Seminole County by Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Loads Program (TMDL). A majority of the County's watersheds/basins drain to this large, shallow, nutrient rich waterbody. Howell Creek is the largest basin that discharges into the lake, and therefore is the largest contributor of stormwater and associated water pollution. This drainage basin has headwaters in the City of Orlando and drains through Winter Park, Maitland and Orange County before reaching the Seminole County border.

\$50,000 has been budgeted in the current fiscal year to increase the number of storm event monitoring stations along Howell Creek in an effort to better identify the actual sources of the most concentrated pollutant loads (and the jurisdiction responsible for such loads). SJRWMD has offered a cost share for this project in the amount of \$28,767 (see attached). The estimated total project cost has been identified by the consultant as \$78,650. With the cost share and the budgeted funds, the project will add three new storm event sample sites to Howell Creek and its major tributary (Bear Creek). The results of this project are likely to reallocate pollutant loads from Seminole County to other jurisdictions, potentially saving the County significant costs in future stormwater TMDL requirements. At the same time, the project will provide information to identify the optimal locations for retrofit projects, where the highest pollutant concentrations occur. The least expensive large scale stormwater system retrofit technology, wet retention ponds, work most efficiently when removing pollutants at higher concentrations. This in turn provides the lowest cost per pound of pollutant removed. A Budget Amendment Request to recognize this funding agreement in the County's current budget is presented under the Fiscal Services portion of this Consent Agenda.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for storm event monitoring on Howell Creek.

ATTACHMENTS:

1. Cost Share Agreement
2. Howell and Bear Creek Scope of Services

Additionally Reviewed By:

- ☒ Budget Review (Lin Polk, Lisa Spriggs)
- ☒ County Attorney Review (Matthew Minter)

**COST SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR SEMINOLE COUNTY TOTAL MAXIMUM DAILY LOAD (TMDL)
REQUIREMENT ASSESSMENT**

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and the SEMINOLE COUNTY ("the County"), whose address is 520 W. Lake Mary Blvd., Suite 103, Sanford, FL 32773.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass the Middle St. Johns River Basin; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by the County (hereafter "the Work").

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Seminole County Total Maximum Daily Load (TMDL) Requirement Assessment, Contract #24917. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit "A" - Statement of Work; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.
2. **Completion Date.** The Completion Date of this Agreement shall be no later than two years from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

B. **Schedule of Work.** County shall commence the Work:

[X] Within fifteen (15) days after the Effective Date; or

[] Upon the issuance of a Notice to Proceed by the District; or

[] Within fourteen (14) days of issuance of a Work Order by the District; or

[] On _____ (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

- C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** The County shall submit quarterly progress reports to the District's Project Manager in a form approved by the project manager. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined

in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. The County shall include language in all subcontracts that so provides.

- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by the County and necessary for use in completing the Work are deemed proprietary by the County, then the County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes. Documentation of the County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify the County in writing of the request in order to give the County the right to protect its proprietary interest.
- E. **District Computer Codes.** The County shall not be entitled to claim any proprietary right to computer codes that are developed by the County in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law. The District grants the County a non-exclusive, non-transferable license to use any such proprietary computer codes developed as part of the Work for research or educational purposes. The District's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the County shall notify the District in writing of the request in order to give the District the right to protect its proprietary interest.

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed \$ 28,767 (the "Total Compensation").

Multi-Year Funding Allocation: The amount expended under this Agreement shall be paid in accordance with, and subject to the multi-year funding allocations for each District fiscal year indicated:

Fiscal Year: October 1, 2007- September 30, 2008	Amount: \$28,767
Fiscal Year: October 1, 2008- September 30, 2009	Amount: \$0
Fiscal Year: October 1, 2009 September 30, 2010	Amount: \$0

Funding for each applicable fiscal year of this Agreement is subject to District Governing Board budgetary appropriation, as provided in FUNDING CONTINGENCY.

The parties may mutually agree to re-allocate funding from the amount described above through a Change Order.

- B. **In-Kind Services.** Through this Cost Share Agreement, the County agrees to provide \$28,767 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project.

- C. **Invoicing Procedure.** All invoices shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to acctpay@sjrwmd.com. **County shall transmit its invoice using only one of the above two methods, but not both.** County shall submit one itemized invoice once County has expended \$28,767 toward the project and shall bill as per Exhibit A, Statement of Work, attached hereto and by reference made a part hereof. Once the project is completed, should the total project amount be less than anticipated, the District's contribution shall be reduced proportionately. County shall reimburse the District for any payment made in excess of one-half of the total project cost. All payment requests submitted by the County shall include the following information:
- D. All payment requests submitted by the County shall include the following information:
1. Contract number
 2. County's name and address (include remit address if necessary)
 3. Name of District's Project Manager
 4. Name of the County's Project Manager
 5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable;
 - (b) Deliverables submitted and approved
 6. Progress Report (as per contract requirements)
 7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)
- The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.
- E. The District shall pay County one hundred percent (100%) of the approved invoice.
- F. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- G. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.

- H. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- I. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is contingent upon funding in succeeding years, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the District's Governing Board in its sole discretion and judgment for each succeeding year; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Should the Work provided for hereunder not be approved, in whole or in part, for funding in succeeding years, the District shall so notify County, and this Agreement shall be deemed terminated for convenience in accordance with ARTICLE VII. B. – TERMINATION FOR CONVENIENCE five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT

Mary Brabham, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(407) 659-4829
E-mail: mbrabham@sjrwmd.com

COUNTY

Kim Ornberg, P.E., Project Manager
Seminole County
520 W. Lake Mary Blvd., Suite 103
Sanford, FL 32773
(407) 665-5738
E-mail: kornberg@seminolecountyfl.gov

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with the County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request the County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

- A. **Termination for Default.** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.
- B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided the County is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for the County's default is effected by the District, any payment due to the County at the time of termination shall be adjusted to cover any additional costs to the District because of the County's default. If termination for the District's default is effected by the County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by the County, up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, the County shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise), and

2. deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the County in performing this Agreement, whether completed or in process.
- E. Upon termination under Paragraphs "A" or "B" above, the District may take over the Work or may award another party a contract to complete the Work. County shall provide the District with any licenses to enter real property interests owned by the County necessary for completion of the Work.
- F. If, after termination for failure of the County to fulfill contractual obligations, it is determined that the County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. County shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.
- B. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- C. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- F. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.

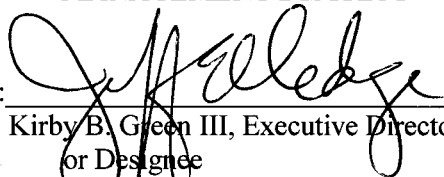
- G. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- H. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- I. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- J. **Independent Contractor.** County is an independent contractor. Neither the County nor the County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.
- K. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

- L. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- M. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District's Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- N. **Royalties and Patents.** Unless expressly provided otherwise herein, the County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If the County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.
- O. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- P. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida.
- Q. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive

Director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: 
Kirby B. Green III, Executive Director,
or Designee

Date: 4-1-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Documents attached:

Exhibit A — Statement of Work

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

EXHIBIT “A” – STATEMENT OF WORK

Total Maximum Daily Load (TMDL) Requirement Assessments

I. Introduction/Background

The State Legislature approved funding through the Middle Basin Initiative during the 2006 session to provide support to local governments for their efforts to address TMDL requirements. Seminole County has requested funding support for a storm event assessment that they have planned. The County shall contribute at least as much funding as the District. Reimbursement from the District shall not be made before 50% of the total project costs are expended.

Seminole County has several waterbodies that are affected by FDEP’s TMDL development. A portion of the Howell Creek watershed within the Lake Jesup subbasin is within the county limits; a TMDL was developed for Lake Jesup in 2006. This agreement includes the effort for storm event monitoring and assessment in the Howell Creek (Lake Jesup) watershed.

II. Objectives

The objective of this work is to collect additional water quality data along the main stem and tributaries of Howell Creek in order to further delineate actual pollutant load sources for use in the Lake Jesup TMDL BMAP (Total Maximum Daily Loads Basin Management Action Plan) and restoration.

III. Scope of Work

The County shall install and monitor a minimum of three autosamplers within the Howell Creek basin. Additional samplers may be added to this effort depending upon funding availability by the County. Three sampler locations are as follows:

1. Howell Creek at Lake Howell Road to determine actual pollutant loads entering Seminole County downstream of the Winter Park & Maitland chain of lakes.
2. Howell Creek at Lost Creek dam to determine actual pollutant loads discharging from Lake Howell. Howell Creek at Dodd Road is an alternative site for this location.
3. Bear Gully Creek at Northern Way to determine the actual pollutant loads discharging from the Bear Gully Creek subbasin into Howell Creek.

A minimum of 12 storm event samples shall be collected from each site and each sample shall be analyzed for the full nitrogen and phosphorus series, as well as BOD₅, suspended solids and dissolved solids. A final report shall summarize the results.

IV. Task Identification

1. The County shall provide the sampling equipment and analytical laboratory services through the County’s laboratory. The County shall be responsible for setting up and maintaining the autosamplers for the duration of the project.

2. The County shall collect a minimum of 12 storm event samples from each site (for a total of 36 samples) and shall have the samples analyzed for the full nitrogen and phosphorus series, suspended solids and dissolved solids.
3. Upon completion of the work, the County shall provide a detailed final report on the results of the project to the District.

V. Time Frames and Deliverables

Seminole County shall perform the tasks in a timely manner. Quarterly updates in the form of progress reports shall be provided to the District by the end of September/December/March/June, if not before. Deliverables and the final report shall be provided to the District (electronic files are acceptable). The County shall complete this assessment within two years.

VI. Budget/Cost Schedule

The District's reimbursement to Seminole County for this work shall not exceed \$28,767 or 50% of the project cost, whichever is less. The County shall invoice the District for reimbursement in a single invoice, which may be sent at any time after 50% of the cost of the project has been expended by the County.

The estimated Project Total Cost is **\$57,534.00**. If the total project cost is less than that amount, the County shall reimburse the District for any payment made in excess of one-half of the total cost.

This project shall be completed as soon as feasible, but no later than two years following the execution of this contract.

LAKE JESUP STORM EVENT MONITORING – HOWELL AND BEAR CREEK SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Environmental Consulting and Technology, Inc. (CONSULTANT) shall provide storm water monitoring and sample delivery services for Seminole County (COUNTY). The work shall generally include preparation of sample site and installation of sampling equipment, maintenance of the sample equipment, sample collection, delivering of samples to laboratory, review of laboratory analysis results, and preparation of a final report. Laboratory analysis of samples will be performed by others outside of this scope of work. A detailed description of the scope of services by task follows.

II. SCOPE OF SERVICES

Task 1. Meet to Discuss Site Selection and Equipment Needs for New Stormwater Monitoring Stations

The CONSULTANT shall coordinate and discuss with the COUNTY project manager the maintenance program and the selection of additional sample sites and equipment needs to establish new stations to monitor water quality entering the Lake Jesup. The CONSULTANT and the COUNTY have agreed in principle that the following sites are Priority Stations in 2008: Howell Creek IN, Howell Creek at Red Bug Lake Road, and Bear Creek.

Task 2. Equipment and Installation

The CONSULTANT shall be responsible for site setup (i.e. fence, enclosure, foundation, etc.) and equipment installation for the selected stations and the later maintenance of the stations. The following equipment shall be used for each station:

Priority Stations

- Howell Creek IN
 - Leased Avalanche from CONSULTANT
 - Complete Avalanche setup including
 - Avalanche unit
 - Modem
 - Solar Panel
 - 750 Flow Module
 - Rain gauge
 - Dry cell batteries
- HCRB (Howell at Red Bug Lake Road)
 - Refurbished unit from Gee Creek
- Bear Creek
 - Refurbished unit from Solary Canal station

Note: Stations listed to receive refurbished equipment and leased equipment may be exchanged based on how many stations ultimately are deployed. Except the equipment list for each site, setup materials (i.e. fence, enclosure, foundations, etc.) are needed, too.

Task 3. Preparing QAPP

The CONSULTANT shall revise the existing Florida Department of Environmental Protection (FDEP) approved Quality Assurance Project Plan (QAPP) entitled “Evaluation and Restoration Services for Lake Jesup” to include the above stations. The CONSULTANT is responsible for obtaining the approval of the revised QAPP from FDEP.

Task 4. Stormwater Sampling

After stations are installed, stormwater sampling shall begin. Twelve (12) sample sets shall be collected and analyzed at each monitoring stations, for a total of 36 sample sets. No more than two sample sets are to be collected from any one station within any one month. During the monitoring period, The CONSULTANT shall perform periodic maintenance of the field monitoring equipment. The maintenance is anticipated to include replacing and/or cleaning sample tubing, cleaning and realigning sensors, and recalibrating the samplers and flow monitors. Equipment at each site will be examined and maintained at least weekly by a field technician. Five field maintenance visits by a project engineer shall be required during the course of project to inspect the conditions of the equipment.

Task 5. Laboratory Analysis

The CONSULTANT shall coordinate with the County’s analytical laboratory (Harbor Branch Environmental Laboratories) to perform water quality analyses for each of the 36 proposed stormwater sample sets. The CONSULTANT will obtain sample bottles from the laboratory and deliver samples to the laboratory. Sampling and chain-of-custody activities will be performed in accordance with the Florida Department of Environmental Protection (FDEP) approved Quality Assurance Project Plan (QAPP) entitled “Evaluation and Restoration Services for Lake Jesup”, which references the sampling stations and stormwater sampling. The laboratory will be responsible for billing the COUNTY directly for the analysis.

The basic parameters to be analyzed in all the sample sets include:

- Total Kjeldahl Nitrogen,
- Ammonia Nitrogen,
- Nitrate and Nitrogen,
- Total Nitrogen (calculated),
- Total Phosphorus,
- Total Suspended Solids,
- 5-Day Biological Oxygen Demand (BOD₅)*, and

Fecal coliform*.

*Parameter analysis on grab samples collected when the composite samples are collected.

The CONSULTANT shall coordinate with the laboratory to obtain an adequate volume of sample, to filter the necessary samples, and to prepare and preserve the samples for transportation to the lab.

Task 6. Deliverables

Monthly field data records documenting sampling analyses and the laboratory results will be forwarded by the CONSULTANT to the COUNTY. At the conclusion of the sampling period, the CONSULTANT will prepare a Water Quality/Quantity Data Summary Report, which will include water quality and quantity summaries in hardcopy and electronic format. The report shall describe the water quality results by station and by rainfall event. Water quantity results shall be summarized for each storm event by rainfall depth and total runoff volume, as well as tributary water level. Analysis shall also be completed on the results to estimate pollutant loading of each tributary to Lake Jesup, it pertains to TMDLs. The electronic deliverables shall be provided in a database which contains the analytical results in a "STORET ready format". The "STORET ready format" shall include all information and codes required to upload into the state's STORET database. Monthly status reports shall include all tasks, percent completes, items completed during the period and the next items to be completed during the next period. The final report and database shall be due 60 days from the completion of stormwater sampling.

III. COMPENSATION

Compensation shall be provided on a lump sum basis. Following is the lump sum fee and the fee for each task for the Priority Stations. The total cost is **\$78,650** (see Table 1 for detail).

Table 1. Cost for Priority stations

Task	Labor Cost	Direct Expenses	Total
Task 1	\$1,500	\$125	\$1,625
Task 2	\$13,500	\$14,275	\$26,750
Task 3	\$3,100		\$3,100
Task 4	\$22,500	\$1,750	\$24,250
Task 5	\$6,800		\$6,800
Task 6	\$14,000	\$1,100	\$15,100
Total Fee	\$61,400	\$17,250	\$78,650